Bruce S. Nathan (BS 4844) David M. Banker (DB 3278) LOWENSTEIN SANDLER PC 1251 Avenue of the Americas, 18th Floor New York, New York 10020 (212) 262-6700

Attorneys for Daewoo International (America) Corp.

## UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

	)	
In re:	)	Chapter 11
	)	
DELPHI CORPORATION, et al.	) (	Case No. 05-44481
	)	
	)	
Debtors.	)	
	)	
	)	

## JOINDER OF DAEWOO INTERNATIONAL (AMERICA) CORP. TO OBJECTIONS OF QUASAR INDUSTRIES, INC. AND SPS TECHNOLOGIES, LLC TO DEBTORS' SUPPLIER AGREEMENT ASSUMPTION PROCEDURES MOTION

Daewoo International (America) Corp. ("Daewoo") by and through its undersigned counsel, for its Joinder in the Objections of Quasar Industries, Inc. ("Quasar") and SPS Technologies, LLC a/k/a SPS Technologies-Cleveland, et al. ("SPS") to Supplier Agreement Assumption Procedures Motion (as hereinafter defined), each dated November 23, 2005 (the "Objections"), states as follows:

- 1. Daewoo is a supplier to the above-captioned Debtors of component parts.
- 2. Debtors, in their Motion for an Order Under 11 U.S.C. §§363(b) and 365(a) and Fed. R. Bankr. P. 9019 Approving Procedures to Assume Certain Amended and Restated Sole Source Supplier Agreements (the "Supplier Agreement Assumption Procedures Motion"), have requested that this Court approve certain procedures whereby Debtors can negotiate and enter into assumptions of executory supplier agreements without further motions and court orders.

05-44481-rdd Doc 1310 Filed 11/28/05 Entered 11/28/05 17:43:02 Main Document Pq 2 of 2

3. Daewoo joins with Ouasar and SPS in the Objections and hereby objects to the

Supplier Agreement Assumption Procedures Motion to the extent it seeks to bind nondebtor

contracting parties (each a "Supplier"), such as Daewoo, to onerous and unfavorable assumption

agreements that would adversely affect the rights of a Supplier without the affirmative, knowing

and written consent of the Supplier. Daewoo incorporates herein the arguments advanced by

Quasar and SPS in their Objections. Daewoo's Joinder in the Objections remains subject to the

terms of any and all agreements that may exist among Daewoo and the Debtors.

4. This Joinder to the Objections is without prejudice to Daewoo's reclamation

claim, other claims, rights under 11 U.S.C. §365, and any and all other rights and interests that

Daewoo may possess.

WHEREFORE, Daewoo requests that approval of the Supplier Agreement Assumption

Procedures Motion be denied to the extent it seeks to bind Suppliers who do not sign Assumption

Agreements, and for such further relief as is proper and just.

Date: New York, New York November 28, 2005

LOWENSTEIN SANDLER PC

By: /s/ Bruce Nathan

Bruce S. Nathan, Esq. (BN 4844)

David M. Banker, Esq. (DB 3278)

1251 Avenue of the Americas, 18th Floor

New York, New York 10020

(212) 262-6700

Attorneys for Daewoo International (America) Corp.

-2-